

U.S. GOVERNMENT PRINTING OFFICE  
Washington, D.C.

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Color Copying/Duplicating

as requisitioned from the U.S. Government Printing Office (GPO) by

Various Government Departments and Agencies

Multiple Vend or Ordering Agreement

The term of this agreement is for the period

beginning January 1, 2009 and ending December 31, 2009.

**BID OPENING:** Bids shall be publicly opened at 11:00 a.m., prevailing Washington, D.C. time, on November 6, 2008.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, 36 H Street NW, Room C-161, Washington, D.C. 20404-0001. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, FAX No. (202) 512-1782. The Program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised June, 2001.

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the products ordered under this agreement must be located within a 25-mile radius of zero milestone Washington, D.C.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

Abstracts of contract prices are available at <http://winapps.access.gpo.gov/ppd/abstracts/central/default.asp>

For information of a technical nature, call Josephine Gilmartin-Savage or Brian Coleman (202) 512-0455 (No collect calls). Email address [jsavage@gpo.gov](mailto:jsavage@gpo.gov) fax number (202) 512-1548.

## SECTION 1.- GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. August 2002).

“GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at [www.gpo.gov/printforms/pdf/contractdisputes.pdf](http://www.gpo.gov/printforms/pdf/contractdisputes.pdf). This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.”

**QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

**Product Quality Levels:**

- (a) Printing (page related) Attributes -- Level IV.
- (b) Finishing (item related) Attributes -- Level IV.

**Inspection Levels (from ANSI/ASQC Z1.4):**

- (a) Non-destructive Tests General Inspection Level I.
- (b) Destructive Tests Special Inspection Level S-2.

**Specified Standards:** The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Camera Copy/Reproduction Copy/Electronic media
P-9. Color Match	Camera Copy/Reproduction Copy/Electronic media

**EXTENSION OF AGREEMENT TERM:** At the request of the Government, the term of any agreement resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ASSIGNMENT OF JACKETS, PURCHASE AND WORK ORDERS:** A GPO purchase order will be issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "work order" and various jacket numbers for each job placed with the contractor. The work order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**PREAWARD SURVEY:** In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of an agreement.

**ORDERING:** Items to be furnished under the agreement shall be ordered by the issuance of work orders by the Government. Orders may be issued under the agreement from January 1, 2009 through December 31, 2009. All work orders issued hereunder are subject to the terms and conditions of the agreement. The agreement shall control in the event of conflict with any work order. A work order shall be “issued” for purposes of the agreement, when it is furnished to the contractor in conformance with the schedule.

**BILLING:** A copy of the contractor's invoice **MUST** be submitted to the U.S. Government Printing Office, North Capitol and H street NW, Room C838, Mail Stop CSAPS, Washington, D.C. 20401 or faxed to (202) 512-1548 at the same time it is sent to Financial Management. If contractor fails to follow this procedure, payment may be delayed. Invoices for partially completed orders will not be accepted. Contractor shall be required to submit a work order form and delivery receipt, for each order invoiced. The work order is to be signed and dated by the recipient at time of delivery.

**QUANTITIES:** This agreement is for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this agreement, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this agreement.

Except as otherwise provided in this agreement, the Government shall order from the contractor(s) all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor(s), requirements in excess of the limit on total orders under this agreement, if any.

Orders issued during the effective period of this agreement and not completed within that time shall be completed by the contractor(s) within the time specified in the order, and the rights and obligations of the contractor(s) and the Government respecting those orders shall be governed by the terms of this agreement to the same extent as if completed during the effective period of this agreement.

If shipment/delivery of any quantity of an item covered by the agreement is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this agreement, and if the contractor(s) will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue work orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this agreement, and pursuant to the section entitled "DETERMINATION OF AWARD AND PLACEMENT OF WORK," the low contractor and each successive low contractor shall furnish to the Government all items set forth herein which are called for by work orders issued in accordance with the "Ordering" clause of this agreement, except when the shipping/delivery schedule cannot be met.

## SECTION 2.- SPECIFICATIONS

**SCOPE:** These specifications cover the production of short-run, quick turnaround, copying/duplicating of self-and-separate cover publications and overhead transparencies requiring such operations as black and color copying/duplicating, binding, electronic prepress, packing, and delivery.

**TITLE:** Color Copying/Duplicating

**FREQUENCY OF ORDERS:** Because this program is used by all of the various Government agencies and departments, it is impossible to state with any degree of accuracy the number of orders which will be placed during the term of this agreement. Therefore, in order to project the anticipated usage on this agreement, historical data accumulated over the past agreement period will be used. It is anticipated that up to 20 orders may be placed per week.

**QUANTITY:** Approximately 1 to 3,000 copies per order. (An occasional order may be placed for over 3,000 copies.)

**NUMBER OF PAGES:** Approximately 1 to 300 pages per order.

**TRIM SIZES:**

Text and Covers: 8-1/2 x 11", 8-1/2 x 14", or 11 x 17".

Tabs: 9 x 11" (includes 1/2" lip).

**GOVERNMENT TO FURNISH:** Copy consisting of single or multi-color images to be reproduced at various focuses. Copy may contain halftones and/or screens.

**Electronic Media** (Approximately 30% of the orders):

**Platform:** Macintosh 8, 9, 10.x operating system, or MS Windows 95, 98, 2000, XP, ME, and NT operating system.

**Storage Media:** Disks (3-1/2"), CD-ROM, and Zip Disks.

**Software:** Programs used on the Macintosh and PC platform may be Adobe Acrobat, PageMaker, Photoshop, Illustrator, or InDesign, QuarkXPress, Macromedia Freehand and Corel Draw. NOTE: File will be created in current or near current versions of the above mentioned programs.

**Fonts:** All printer and screen fonts will be furnished embedded on the majority of the orders. An occasional order may require the contractor to furnish the required fonts. The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Files will be furnished in both native application format and PDF format.

A visual of the furnished electronic files will be provided.

GPO Form 952 (Desktop Publishing - Disk Information).

One reproduction proof, Form 905 (R. 6/03) with labeling and marking specifications.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or electronic media

must not print on finished product.

**CONTRACTOR TO FURNISH :** All materials and operations, other than those listed under "GOVERNMENT TO FURNISH" necessary to produce product in accordance with these specifications.

**STOCK/PAPER:** The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12," dated February 1, 2008. A copy of the "Government Paper Specification Standards" is available at:  
[http://www.gpo.gov/acquisition/paperspecs\\_vol12.htm](http://www.gpo.gov/acquisition/paperspecs_vol12.htm).

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in their opinion, materially differs from that of the color sample(s).

All paper used in each copy must be of a uniform shade. All cover paper must have the grain parallel to the spine. The paper to be used will be indicated on each work order.

White High Quality Xerographic Copier, Laser Printer (qualified product), basis weight: 24 lbs. per 500 sheets, 17 x 22", equal to JCP Code 0-61.

White Plain Copier, Xerographic Archival Quality, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code 0-60; or, at contractor's option, White Offset Book, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60; or, White Writing, basis weight: 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10.

White and Colored Index, basis weight: 90 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10. ( Note: Based on historical data, 30% of the total cover stock ordered was White Index ).

White and Colored Vellum-Finish Cover, basis weight: 65 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20. (Note: Based on historical data, 60% of the total cover stock ordered was White Vellum).

Tabs: White Index, basis weight: 90 lbs. per 500 sheets, 25-1/2 x 30-1/2", equal to JCP Code K10.

Front cover: Thick clear polyester, vinyl or cellulose acetate. Vinyl must meet the Brittleness Temperature of Plastic Sheeting Impact Test (ASTMD-1790): must withstand cracking when formed into a loop of 1/2" inside diameter and struck with a force of a minimum of five pounds while material is at -18°C (0°F) plus/minus 3°C (5°F).

Back cover: Black Leatherette - Latex Fiber Cover Stock (Lexide, Bestex, or Equal). Best quality latex fiber base made with cotton fibers and rubber latex having a surface coating of pyroxylin, back coated. Thickness, pattern and finish – close match of furnished sample acceptable.

**COPYING/DUPLICATING:** Reproduce face only or face and back in black only or a color other than black.

No additional charges, with the exception of cutting, will be allowed for bleeds. If bleeds are ordered, contractor must verify with the ordering agency that the copy may be undersized.

Tab dividers will reproduce in black on one side only.

The GPO imprint requirement is waived.

**MARGINS:** Maintain margins as indicated on copy or electronic files.

**BINDING:** Bind as indicated on the work order. Various binding styles will be ordered in accordance with these specifications. Each work order will contain complete binding instructions as follows:

Gather in sequence and trim four sides.  
Side-wire stitch in two places and trim four sides.

Wire stitch in upper left corner and trim four sides.

Saddle-wire stitch in two places and trim three sides. Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

Bind with black or white plastic combs (i.e., GBC) of suitable capacity.

Bind with black Velo binding of suitable capacity.

Bind with black thermal adhesive tape.

Collate 1 or 2-piece covers with the text.

Paper band or shrink-film wrap in units as specified on the work order.

When required, contractor will insert colored paper separators between sets.

When specified, drill two or three 1/4" or 3/8" diameter holes as indicated on the work order.

Tab Lipping: 1/2" wide; round all corners.

Folding: Up to 3 folds may be ordered. Fold to the size indicated on the work order.

Scoring: Up to 2 scores on folds may be ordered.

Cutting: An occasional order may require cutting down from the original format size. Size will be indicated on the work order.

**PACKING:** Wrap (kraft paper or shrink-film) or band in units as indicated and pack in containers as appropriate. Pack in shipping containers not to exceed 45 pounds when fully packed.

Shipping containers must be made in accordance with ASTM D5118 and any amendments thereto and shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

**LABELING AND MARKING:** Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers.

**DISTRIBUTION:** Deliver f.o.b. destination to various Departments and Agencies within the commercial zone of Washington, D.C. Inside delivery to the room number specified may be required.

An occasional order may ship f.o.b. contractor's city to one or two addresses outside of the commercial zone of Washington, D.C. by a small package carrier. Contractor to be reimbursed for shipping costs by submitting a properly completed shipping receipt with the voucher for billing.

Complete addresses and quantities will be furnished with the work orders.

Upon completion of each order, all furnished material must be returned to the address indicated on the work order.

All expenses incidental to picking up and returning materials must be borne by the contractor.

**SCHEDULE:** Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual work order.

No definite schedule for pickup of material can be specified.

Furnished material must be picked up from and delivered to various Government Departments or Agencies within the commercial zone of Washington, D.C.

Regular Schedule:

The following schedule begins the workday after notification of availability of work order and furnished material; the workday after notification will be the first workday of the schedule.

Complete delivery must be made within 2 or more workdays as specified on the work order.

Accelerated Schedule:

Approximately 10% of the total orders place will require an accelerated schedule.

Accelerated orders require a 24-hour turn-around time from time of notification of availability of work order. Notification will be given between the hours of 8:00 a.m. and 3:00 p.m.

The ship/deliver date indicated on the work order is the date products ordered f.o.b. destination must be received at destinations specified and products shipped f.o.b. contractor's city must be delivered to the small package carrier.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

Upon completion of each order, the contractor is to notify the U.S. Government Printing Office of the date of shipment (or delivery, if applicable). Call 202-512-0516 or 0517; callers outside the Washington, D.C. area may call toll free 1-800-424-9470 or 9471.

### SECTION 3.- DETERMINATION OF AWARD

Orders in excess of \$10,000 will not normally be placed on this contract.

The Government will make multiple awards under this solicitation since it is anticipated that one firm may not be able to meet all of the requirements.

In order to make multiple agreements and to determine the sequence of contractors, the Government will apply the prices offered by each contractor in the SCHEDULE OF PRICES to the following units of production which are the estimated requirements to produce one year's production under this agreement. These units do not constitute, nor are they to be construed as a guarantee of the volume of work which may be ordered for a like period of time.

Agreements will be entered into with the low offeror, the next low offeror, and so on until the Government feels that sufficient agreements are in place to meet its needs.

Notwithstanding any sequence of contractors established as a result of the DETERMINATION OF AWARD the Government reserves the right, without limitation, to place individual orders with those contractors whose prices are determined to be fair and reasonable.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in this subpart, are considered to be issued pursuant to full and open competition.

By placing an order against this agreement using the procedures in this agreement, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

Due to the urgency of the work, orders will be placed by telephone and the contractor must reply within 30 minutes whether or not the order can be accepted.

Exception: Noncompliance with the shipping and/or delivery schedule, or any other term, condition, or specification of this contract will be cause, and the GPO reserves the right, to withhold further orders until the contractor is judged by the Government to have established adequate procedures to fulfill the requirements.

**PREMIUM PAYMENTS:** Orders requiring the "Accelerated Schedule" of 24 hours will be paid for at the premium rate in accordance with the contractor's offered percentage in the SCHEDULE OF PRICES.

All other orders will be placed with the required schedule and paid for at the basic prices offered.

Percentages offered for premium priced work are additional to the basic prices offered for units of work. Premium payments, when authorized, will apply to all items.

It is estimated that 10% of the total orders placed on this contract will require an accelerated schedule. Premium payments for the accelerated schedule will be evaluated for award. Evaluation will be effected by applying the percentage increase, offered for the accelerated schedule in the SCHEDULE OF PRICES (Item IV.), to 10% of the prices offered for all items.

**NOTE:** Work orders that do not require the "Accelerated Schedule" will not be paid premium payments and the contractor will not list such items on their voucher.

This additional cost will be included in the total prices offered and will be used to determine the lowest offer.

Failure of the contractor to deliver work at the time specified will result in disallowance of premium payments that were anticipated and the contractor will not list such items on their voucher.



The following item designations correspond to those listed in the SCHEDULE OF PRICES.

	(1)	(2)	(3)
I. (a)	27,720	13,285	755
(b)	5,459	7,037	1,112
(c)	75		
(d)	19		
II.	11,982		
III. (a)	1,306		
(b)	720		
(c)	25,974		
(d)	23,355		
(e)	1,112		
(f)	433		
(g)	160		
(h)	533		
(i)	130		
(j)	230		
(k)	250		

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## SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination to addresses within the commercial zone of Washington, D.C. and f.o.b. contractor's city to all other addresses.

Bids for each item listed in its respective format group, as defined in Section 2.- Specifications, must include the cost of all required materials and operations in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 10 or 100 will be prorated at the per 10 or 100 rate.

Minimum charge of \$15.00 is allowed per work order.

- I. **COPYING/DUPLICATING:** Prices offered are per page-size (up to 8-1/2 x 14") and must include the cost of any required makeready, setup and paper. A flat-size 11x17" printed one side only would be counted as two printed pages. For orders that require a blank back cover on cover stock, contractor will be reimbursed under (a)(3) for one additional printed page.

	White Offset (1)	White Laser (2)	Cover Stock (3)
(a) Copying/duplicating in black .....per 100 printed pages....\$_____		\$_____	\$_____
(b) Copying/duplicating in color..... per 100 printed pages ....\$_____		\$_____	\$_____
(c) Clear acetate.....per 100 blank sheets.....\$_____			
(d) Leatherette.....per 100 blank sheets .....\$_____			

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(Initials)

II. TAB DIVIDERS: Price offered must include cost of paper, imaging, and insertion into text.

Tab Dividers.....per 10 dividers .....\$\_\_\_\_\_

III. BINDING, PACKING AND DELIVERY: The prices offered shall include the cost of all required materials and operations necessary for the binding, packing, and delivery of the product listed in accordance with these specifications.

(a) Side wire stitching with one or two stitches (as specified).....per 10 books .....\$\_\_\_\_\_

(b) Fold, saddle-wire stitch in two places and trim three sides .....per 10 books .....\$\_\_\_\_\_

(c) Band with kraft bands or shrink-film wrap (as specified) .....per band or wrap .....\$\_\_\_\_\_

(d) Drilling .....per 100 leaves .....\$\_\_\_\_\_

Four holes will be the maximum for any one run. When drilling or punching pamphlets or books with separate covers, each thickness of cover stock will be counted as three leaves: each ply of a fold-in will be counted as a single leaf.

(e) Binding with plastic combs of suitable capacity  
(includes cost of punching and combs) .....per 10 books .....\$\_\_\_\_\_

(f) Thermal Adhesive Tape binding .....per 10 books .....\$\_\_\_\_\_

(g) Velo binding .....per 10 books .....\$\_\_\_\_\_

(h) Folding (1 to 3 folds).....per 100 leaves .....\$\_\_\_\_\_

An additional charge will not be allowed under (h) for the fold of a saddle stitched product.

(i) Inserting colored paper between sets.....per 100 leaves .....\$\_\_\_\_\_

Price shall include the cost of inserting and paper.

(j) Cutting.....per 100 leaves .....\$\_\_\_\_\_

(k) Scoring ( 1 or 2 scores).....per 100 leaves.....\$\_\_\_\_\_

IV. PREMIUM PAYMENTS: Premium payments, when authorized, will apply to all items required to produce the product ordered. This is only authorized for orders placed on the "Accelerated Schedule" as defined in these specifications.

Percentage increase.....%

\_\_\_\_\_

(Initials)

My production facilities are located within the assumed area of production .....yes \_\_\_\_\_no \_\_\_\_\_

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material\_\_\_\_\_

a. Number of hours from acceptance of work order to pickup of Government Furnished Material..... \_\_\_\_\_

b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant ..... \_\_\_\_\_

2. Proposed carrier(s) for delivery of completed product\_\_\_\_\_

a. Number of hours from notification to carrier to pickup of completed product ..... \_\_\_\_\_

b. Number of hours from pickup of completed product to delivery at destination ..... \_\_\_\_\_

INSTRUCTIONS FOR BID SUBMISSION: Fill out "Section 4.- SCHEDULE OF PRICES, initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the SCHEDULE OF PRICES with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the SCHEDULE OF PRICES will prevail.

Bidder \_\_\_\_\_

\_\_\_\_\_  
(City - State)

By \_\_\_\_\_

(Signature and title of person authorized to sign this bid)

\_\_\_\_\_  
(Person to be contacted)

\_\_\_\_\_  
(Telephone Number)